

SECTION 400
SPECIAL PROVISIONS/DAVIS BACON

FEDERAL PROVISIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

A. GENERAL CONDITIONS

1. Equal Employment Opportunity:

During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, handicap, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, handicap, color, or national origin.
- c. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 22356 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of May 8, 1978 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONTRACTOR agrees that the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, Maricopa County Human Services or any of their duly authorized representative, may have access to any accounting records, books, documents, papers or records of the CONTRACTOR which are directly pertinent to this contract for the purpose of audit, examination, excerpts, and transcripts for a period of six (6) years from the date of acceptance of certificate of completion. (In the event litigation, a claim or audit is begun before the expiration date of the five year period, said records shall be retained until all such actions or audit findings involving the records have been resolved.)
- f. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of May 8, 1978, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order No. 11246 of May 8, 1978, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The CONTRACTOR will include the provisions of paragraphs (1.a.) through (1.g.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 22346 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR or vendor as a result of such direction by the U.S. Department of Housing and Urban Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. Clean Air Act of 1970 and Federal Water Pollution Control Act:

The CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857, etc. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended on contracts in excess of \$100,000. Violations shall be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency.

3. Employment Opportunities for Businesses and Lower Income Persons:

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action,

as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

4. Handicap Accessibility: Compliance with specifications meeting "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by the Physically Handicapped" (41 CFR 101-19.603).
5. Political Activities: Compliance with the Hatch Act. The CONTRACTOR/ SUBCONTRACTOR shall not be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
6. Lead Based Paint: Compliance with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4831 et. seq.). The CONTRACTOR and all SUBCONTRACTORS shall not use lead-based paint in any rehabilitation or construction, as indicated in the code of Federal Regulations, Title 24, Part 510, 511, 570, and 590.
7. Minority And Women Business Enterprise:

All contracts/specifications (including contracts between Contractor and subcontractor) should contain the following paragraph:

Contractors/subcontractors should take all reasonable steps and make a "good faith effort" to ensure that Minority and Women Business Enterprises have the maximum opportunity to compete for and perform a contract, if they are eligible and qualified to bid and complete the work.

It is an OWNER policy that Minority and Women Business Enterprises shall have the opportunity to participate and contract on all projects, and particularly Federally funded

projects. (This is in accordance with referencing regulations OMB Circular A102, Attachment 0 and Executive Order(s) 11625 and 12138). Information on known minority and women businesses is available free upon request.

A separate record must be kept on the Minority and Women Business used as subcontractors for: a) their total dollars for the project: and b) ethnic/race status.

8. DUNS Number – It is the responsibility of the contractor and all subcontractors paid through this contract to obtain a DUNS Number, a unique nine-digit identification number provided by Dun & Bradstreet, (D&B). . To obtain a DUNS number or confirm your current status with D&B, contact the D&B Government Customer Response Center (GCRC) using the toll-free number, 866-705-5711, or the online webform process at <http://fedgov.dnb.com/webform>.

Additional information on DUNS numbers is available at:
www.hud.gov/offices/adm/grants/dunsnbrguide.doc.

9. Debarment- Federal CDBG and HOME funds cannot reimburse the owner if the contractor or a subcontractor has exclusions on the System for Award Management, or SAM, www.sam.gov (formerly EPLS). The purpose of SAM is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. The SAM is used to inform agencies of administrative and statutory exclusions taken throughout the Federal Government. Actions may be taken under the Federal Acquisition Regulation (FAR) or supplements thereto, under specific agency regulations or under the Government-wide Nonprocurement Suspension and Debarment Common Rule [68 FR 66533] or other specific statutory authority. Debarred contractors and subcontractors are not eligible to work on this project.
 - a. The contractor shall
 - i. Provide a complete list of all subcontractors with DUNS number proposed to work on the project within 5 days of the date the prospective low bidder is announced.
 - ii. Receive approval from the owner that each subcontractors is approved to work on the project prior to the start of any work by the subcontractor.
 - b. The contractor shall obtain prior approval from the owner of any changes or additions to the list of subcontractors.
 - c. Failure to obtain prior approval from the owner that a subcontractor is approved to work on this project may result in all work performed by the subcontractor being ineligible for payment by the owner.

B. DAVIS BACON REQUIREMENTS, INSTRUCTIONS, AND SAMPLE FORMS

This section includes the following:

- Federal Labor Standards Provisions: basic legal requirements for Davis Bacon and related federal laws.
- Current Wage Decision: contains minimum salary and fringe amounts for workers on this project.
- Instructions for Statement of Compliance and sample payroll deductions form.

Note to Contractors:

All contractors and subcontractors are required to submit weekly payroll forms. Form WH-347 or an acceptable alternative shall be submitted to the OWNER representative **WEEKLY, within seven days of the previous ending work week.**

Refer to A Contractors Guide for Prevailing Wage Requirements for Federally Assisted Construction Projects for additional information on the Davis Bacon requirements for contractors, including a sample WH-347 payroll form. Go to www.hud.gov and search for "A Contractors Guide" to access the most recent version of this Guide.

SIGNS AND POSTING:

Signs shall be posted on the job site, at contractor's cost, in compliance with local requirements. Depending on the project, changes to the sign may be made during the preconstruction meeting.

At a minimum the following must be posted in an accessible location near the employee entrance to the jobsite and must be replaced if lost or unreadable anytime during construction:

- a. Hour and Wage Decisions in effect
- b. Notice to Employees (EEO)
- c. Safety and Health Protection on the Job (DOL)

In lieu of lengthy Davis-Bacon regulations and/or revisions being attached to the specifications, they are incorporated by reference for this federal project. Any questions or information required should be directed to the OWNER representative for bidding purposes. A detailed packet and pre-construction meeting will be provided to the lowest qualified bidder (and subcontractors) awarded this project.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5 (a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met

(1) The work to be performed by the classification

requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs

and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a part to the contract, but if the agency is not such a party, the sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for the prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned; without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits

or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees. (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be

paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16; trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as

amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any sub-contracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the

wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: AZ150008 11/06/2015 AZ8

Superseded General Decision Number: AZ20140008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai
and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	06/12/2015
2	08/07/2015
3	11/06/2015

* CARP0408-005 10/01/2015

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 24.63	11.54

* ENGI0428-001 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 22.59	9.34
Group 2.....	\$ 25.86	9.34
Group 3.....	\$ 26.94	9.34
Group 4.....	\$ 27.97	9.34

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all),

handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in

addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

IRON0075-004 08/01/2015

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.00	21.77
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

* LABO0383-002 06/01/2015

	Rates	Fringes
Laborers:		
Group 1.....	\$ 16.49	4.95
Group 2.....	\$ 17.39	4.95
Group 3.....	\$ 18.09	4.95
Group 4.....	\$ 19.03	4.95
Group 5.....	\$ 19.89	4.95

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II,
 Drill Doctor/Air Tool Repairman, Hazardous Waste Removal,
 Lead Abatement, Lead Pipeman, Process Piping Installer,
 Scaler (Driller), Pest Technician/Weed Control, Scissor
 Lift, Hydro Mobile Scaffold Builder.

* PAIN0086-001 04/01/2014

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 19.50	4.85

ZONE PAY: More than 100 miles from Old Phoenix Courthouse
 \$3.50 additional per hour.

SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline)....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58

OPERATOR: Power Equipment

Asphalt Laydown Machine.....\$ 21.19	6.05
Backhoe < 1 cu yd	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.37	3.85
Backhoe < 10 cu yd	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Clamshell < 10 cu yd	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Concrete Pump (Truck	
Mounted with boom only)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 19.92	7.10
Crane (under 15 tons).....\$ 21.35	7.36
Dragline (up to 10 cu yd)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Drilling Machine	
(including Water Wells).....\$ 20.58	5.65
Grade Checker	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 16.04	3.68
Hydrographic Seeder.....\$ 15.88	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill....\$ 21.42	7.45
Motor Grader (Finish-any	
type power blade)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all types Asphalt)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.27	3.99
Roller (excluding asphalt)..\$ 15.65	3.32
Scraper (pneumatic tired)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3	
cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 <	
6 cu yd)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 <	
10 cu yd).....\$ 20.15	4.52

Tractor (dozer, pusher - all)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 17.26	2.65

PAINTER

Coconino, Maricopa,		
Mohave, Pima, Pinal & Yuma..	\$ 15.57	3.92

TRUCK DRIVER

2 or 3 Axle Dump or		
Flatrack.....	\$ 16.27	3.30
5 Axle Dump or Flatrack.....	\$ 13.97	2.89
6 Axle Dump or Flatrack (<		
16 cu yd).....	\$ 17.79	6.42
Belly Dump.....	\$ 14.67	
Oil Tanker Bootman.....	\$ 22.03	
Self-Propelled Street		
Sweeper.....	\$ 13.11	5.48
Water Truck 2500 < 3900		
gallons.....	\$ 18.14	4.55
Water Truck 3900 gallons		
and over.....	\$ 15.92	3.33
Water Truck under 2500		
gallons.....	\$ 15.94	4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the CONTRACTOR is required to pay fringe benefits as predetermined by the Department of Labor (DOL), in addition to payment of the minimum rates. The CONTRACTOR's obligation to pay fringe benefits may be met by payment of the fringes to the various plan, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The CONTRACTOR should show on the face of his payroll, all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The CONTRACTOR shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

CONTRACTORs who pay all required fringe benefits:

A CONTRACTOR who pays fringe benefits to approved plans, funds, or programs in amounts not less than determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a CONTRACTOR shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

CONTRACTORs who pay no fringe benefits:

A CONTRACTOR who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than predetermined rate for each classification plus the amount of fringe benefits determined for each classification. In as much as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time basic rate. In addition, the CONTRACTOR shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in section 4(c).

Use of Section 4(c) Exceptions:

Any CONTRACTOR who is making payments to approved plans, funds, or programs in amounts less than that stated in the wage determination is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the CONTRACTOR may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid to the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

VERIFICATION OF BONA-FIDE SELF-EMPLOYED SUBCONTRACTOR:

Prime CONTRACTOR should be prepared to provide one or more of the following regarding a SUBCONTRACTOR

1. Registered trade name and telephone listing under that name.
2. License.
3. Liability insurance or a SUBCONTRACTOR's bond.

C. Forms

Form 1, The Bidder's Information Form: Required to be submitted with each bid.

All other forms in this section: To be completed by the apparent low bidder and submitted by the deadline indicated on the form. If there is no deadline on the form, it should be submitted within 5 days of notification of bid results.

Form	Description
------	-------------

- | | |
|-----|--|
| 1. | Bidders Information Form, including DUNS Number |
| 2. | List of Subcontractors + Certification of Minority/Women Business Enterprises |
| 3. | Certification on Drug Free Workplace |
| 4. | Certification of Equal Employment Opportunity |
| 5. | Affirmative Action Plan Statement |
| 6. | Section 3 clause |
| 7. | Section 3 Business Self-Certification |
| 8. | Assurance of Subcontractors and Minority/Women Business participation |
| 9. | Employment Needs |
| 10. | Certificate of Understanding and Authorization- Labor Standards and Davis Bacon |
| 11. | Authorization For Deductions: Request for certification of applicable fringe benefit payments for Davis Bacon payrolls |
| 12. | Immigration Law and Regulations Certification |

_____ PROJECT, _____ (City/Town) ARIZONA

Bidders Information Form

NOTICE TO CONTRACTORS

THIS IS A FEDERALLY FUNDED PROJECT

The following information regarding the prime contractor is required to be submitted
WITH YOUR BID

_____ Company Name	_____ Phone:
_____ Address	_____ City ST Zip
Federal ID # or SS #	_____
Type and License #	_____
DUNS Number	_____
_____ Owner Name (please print)	_____ Date:
_____ Signature	

MINORITY AND WOMEN BUSINESS ENTERPRISES

Form 2

Job Report

Project No. _____

List

- All subcontractors to be paid through this project with Federal ID # and DUNS #.
- Any known minority or women owned businesses that will be working on this project (Hispanic, African-American, Women, etc.)

<u>Subcontractor Name</u>	<u>Address: Street, City, ST, Zip</u>	<u>Federal ID#</u>	<u>DUNS #</u>	<u>Minority / Women Owned (if yes, indicate category)</u>	<u>Subcontract Amount</u>

Attach additional copies of this page as needed.

Signature of Prime Contractor

Date

Printed Name

Prime Contractor's Federal ID#

THIS FORM IS DUE 5 DAYS AFTER BID OPENING

CERTIFICATION ON FEDERALLY FUNDED CONTRACTS

Form 3

PUBLIC LAW 100-690, SECTION 5152

DRUG-FREE WORKPLACE ACT OF 1988

The OWNER has adopted a policy and certified to all Federal Agencies that have granted federal funds to the OWNER that OWNER will provide a drug-free workplace for our employees and that Contractors providing property or services to OWNER with a value of \$25,000 or more under a federally funded contract must also provide a drug-free workplace for their employees.

**DRUG-FREE WORKPLACE REQUIREMENTS FOR CONTRACTORS ON
FEDERALLY FUNDED CONTRACTS**

(A) DRUG-FREE WORKPLACE REQUIREMENT.

(1) REQUIREMENT FOR PERSONS OTHER THAN INDIVIDUALS. -- No person, other than an individual, shall be considered a responsible source, under the meaning of such term as defined in the section 4(8) of the Office of Federal Procurement Policy Act [41 U.S.C. 403(8)], for the purposes of being awarded a contract for the procurement of any property or services of a value of \$25,000 or more from any Federal agency unless such person has certified to the contracting agency that it will provide a drug-free workplace by -

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the persons workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) establishing a drug-free awareness program to inform employees about

(i) the dangers of drug abuse in the workplace;

(ii) the person's policy of maintaining a drug-free workplace;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violation;

(c) making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (A);

(d) notifying employees in the statement required by subparagraph (A), that as a condition of employment on such contract, the employee will-

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(e) notifying the contracting agency within ten (10) days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;

(f) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5154; and

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

(2) REQUIREMENT FOR INDIVIDUALS. No Federal agency shall enter into a contract with an individual unless such contract includes a certification by the individual that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

(B) SUSPENSION, TERMINATION, OR DEBARMENT OF THE CONTRACTOR.

(1) GROUNDS FOR SUSPENSION, TERMINATION, OR DEBARMENT. -- Each federally -funded contract shall be subject to suspension of payments under the contract or termination of the contract, or both, and the contractor thereunder or the individual who entered the contract, as applicable, shall be subject to suspension or debarment in accordance with the requirements of this section if the head of the contracting agency determines that -

(a) the contractor or individual has made a false certification under subsection (a);

(b) the contractor violates such certification by failing to carry out the requirements of subparagraph (A), (B), (C), (D), (E), or (F) of subsection (a)(1); or

(c) such a number of employees of such contractor have been convicted of violations occurring in the workplace as to indicate that the contractor has failed to make a good faith effort to provide a drug-free workplace as required by subsection (a).

(2) CONDUCT OF SUSPENSION, TERMINATION, AND DEBARMENT PROCEEDINGS. -

(a) If a contracting officer determines, in writing, that cause for suspension of payments, termination, or suspension or debarment exists, an appropriate action shall be initiated by a contracting officer of the agency, to be conducted by the agency concerned in accordance with the Federal Acquisition Regulation and applicable agency procedures.

(b) The Federal Acquisition Regulation shall be revised to include rules for conducting suspension and debarment proceedings under this subsection, including rules providing notice, opportunity to respond in writing or in person, and such other procedures as may be necessary to provide a full and fair proceeding to a contractor or individual in such proceeding.

(3) EFFECT OF DEBARMENT. -- Upon issuance of any final decision under this subsection requiring debarment of a contractor or individual, such contractor or individual shall be ineligible for award of any contract by any Federal agency, and for participation in any future procurement by any Federal agency, for a period specified in the decision, not to exceed (5) years.

BY SUBMISSION OF ITS BID OR PROPOSAL, THE UNDERSIGNED CONTRACTOR _____, ACKNOWLEDGES RECEIPT OF THIS PUBLIC LAW INFORMATION AND CERTIFIES IT WILL COMPLY WITH THE DRUG-FREE WORKPLACE REQUIREMENTS DESCRIBED ABOVE. THE UNDERSIGNED CONTRACTOR HEREBY AGREES THAT THIS CERTIFICATION SHALL BECOME, WITHOUT ANY FUTURE ACTION OF THE PARTIES, A BINDING AND ENFORCEABLE PROVISION OF ANY CONTRACT RELATING TO THE ACTIVITY OR PROJECT DESCRIBED IN THESE SPECIFICATIONS UPON AWARD OF A CONTRACT TO CONTRACTOR.

CONTRACTOR/SUBCONTRACTOR

ADDRESS

AUTHORIZED SIGNATURE

FEDERAL ID NO.

DATE

Equal Employment Opportunity Certification

Form 4

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt: During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6,

1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

Name of Contractor/Subcontractor

Signature

Date

Title

AFFIRMATIVE ACTION PLAN

(In the event a prospective contractor and/or subcontractor does not have such an Affirmative Action Plan for employment practices, the following is for your information and may be used as an alternative. Such a plan is necessary to meet Federal requirements on any Federally assisted project).

The _____
(Individual or Company Responsible)

undertakes a program of Affirmative Action, to which good faith efforts will be directed to:

1. Determine the extent to which minorities and women are utilized.
2. Identify and eliminate employment practices, which have an adverse impact on minorities, women and others protected by applicable law.
3. Develop recruitment efforts and measures to ensure that qualified minorities, women, and handicapped persons are included to help reduce underutilization.
4. Establish organizational structures and monitoring systems which will assure effective operation of the affirmative action program.

(Signature of Responsible Party)

(Address)

(Date)

NOTE: The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

CERTIFICATION OF 24 CFR part 135 Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted activities covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The contractor agrees to

a. Send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause.

b. Post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled

a. after the contractor is selected but before the contract is executed, and

b. with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Low Bidder: Company Name

Title (please print)

Date

Signature

Name (please print)

SECTION 3 BUSINESS SELF-CERTIFICATION

Form 7

Name of Project _____

A. Basis for Self-Certification for a business

The _____, located at _____
(name of business) (address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(check all applicable)

- 1) _____ 51% or more ownership by Section 3 residents;
- 2) _____ At least 30% of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three years);
- 3) _____ Is committed to subcontracting more than 25% of the total dollars awarded by Maricopa County to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Section 3 Resident:

- A public housing resident (regardless of income); or
- An individual living in a metropolitan area or non-metropolitan county and who is:
 - A low income person (single person or family) whose income does not exceed 80% of the area median income; or
 - A very low income person (single person or family) whose income does not exceed 50% of the median income for the area.

C. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make this certification on behalf of _____
(name of business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to Maricopa County or the subrecipient during normal business hours upon request. The documentation must be verified;
- 4) This documentation will be maintained for at least five years after completion of the requirements of the contract provided by the grantee;
- 5) The information provided in A. above is true and accurate to the best of my knowledge; and
- 6) I am aware that the business identified above and myself are liable to civil and criminal penalties for the willful falsification of any of the information provided in this document.

Printed name

Title

Signature

Date

Prime Contractor: _____ Date: _____

In an effort to achieve greater utilization of minority and women-owned firms in overall OWNER contracting, the OWNER certifies to the Department of Housing and Urban Development (HUD) that a good faith effort is made to follow the requirements in the employment of the minority and women-owned enterprises. In compliance with Federal Regulation's and to assure a good faith effort has been extended, the OWNER requires that all successful bidders complete this information below. Submit this information with other necessary federal information and forms to the Compliance Officer before your executed contract documents. This document is an integral part of your good faith effort and compliance when working on a federal project.

The above signer certifies that bids were solicited from the following subcontractors and suppliers to perform the designated categories of work under this contract. Designate minority and women subcontractors and suppliers with an asterisk (*). (In "Result of Bid" column indicate "Responsive", "Non-Responsive" or "Accepted").

Bid Items	Firm Name & Phone Number	<u>Owner</u> Race/Gender	Results of Bid

Employment Needs for CDBG Funded Projects

Form 9

Project Name: _____

Project Number: _____

This form is to be completed by the apparent low bidder and returned to the Owner within 5 working days of notification of bid results. If no hiring is expected, please mark 0 in the appropriate spaces, sign and return the form.

Construction Job Opportunities to work at the Section 3 construction site _____

Eligible job seekers, recruited through the Section 3 employment process, have the opportunity to be employed on a temporary or permanent basis working in construction on the project site.

Administrative or Office Job Opportunities (Non Construction Jobs) _____

Eligible Section 3 job seekers, recruited through the Section 3 employment process, have the opportunity to be employed on a temporary or permanent basis within the administrative offices of the Recipient (Borrower/ Developer), General Contractors and sub contractors.

Total Number of Estimated Job Opportunities: _____
(total should equal Construction + Admin)

Include below or attach to this document the job titles, estimated start dates and completion dates, number of trainee positions, and total number of positions for each job title.

<u>Job Title</u>	<u>Start Date</u>	<u>End Date</u>	<u># of Trainee Positions</u>	<u>Total Positions (incl. Trainees)</u>
Total Number of Positions (should equal the Total # of Job Opportunities, above)	N/A	N/A		

_____ PROJECT

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION
LABOR STANDARDS AND DAVIS BACON

To be completed by each contractor and subcontractor working on the project and submitted to the Owner's representative at least 5 days before the proposed Start of Construction.

PROJECT NAME: _____

PROJECT NUMBER: _____

This is to certify that the principals, and the authorized payroll officer below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses and Davis Bacon requirements pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer (Name): _____

Payroll Officer (Signature): _____

IRS Employer Identification Number: _____

Contractor/Subcontractor: _____

By (Signature): _____

Title: _____ Date: _____

(COMPANY LETTERHEAD)

AUTHORIZATION FOR DEDUCTIONS

Form 11

To be completed by each contractor and subcontractor working on the project and submitted to the Owner's representative at least 5 days before the proposed Start of Construction.

The undersigned authorize deductions, as noted, to be made from their wages. It is understood that these deductions are:

- a) in the interest of the employee,
- b) not a condition of employment,
- c) no direct or indirect financial benefit accruing to the employer,
- d) not otherwise forbidden by law.

<u>EMPLOYEES NAME</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____

Signature of Authorized
Representative of Employer _____

Authorized Representative's Name and Title _____

DATE _____

IMMIGRATION LAW AND REGULATIONS CERTIFICATION

The President's Executive Order 13465 of June 6, 2008 and Arizona Revised Statutes (A.R.S.) Section 41-4401, require Maricopa County to ensure that each government entity, contractor and subcontractor it conducts business with complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214, Subsection A. All governmental entities, vendors, contractors and subcontractors **MUST** certify use of the *E-Verify* system established by the Department of Homeland Security.

All contractors and subcontractors must certify compliance with items 1 and 2 below.

1. The government entity, organization or company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States Immigration laws. The government entity, organization or company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the County if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the government entity, organization or company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the Maricopa County.

I certify that the government entity, organization or company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Organization
Name: _____

Date: _____ Telephone Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____